

DOCKET FILE COPY ORIGINAL

BELLSOUTH

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Vice President-Federal Regulatory

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November 12, 1997

EX PARTE OR LATE FILED

Ex Parte

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street – Room 222
Washington, DC 20554

RE: CC Docket No. 97-208

Dear Mr. Caton:

On Monday November 10, 1997, Al Varner and the undersigned, representing BellSouth, spoke via telephone with Michael Pryor, Ed Krachmer and Florence Setzer of the Common Carrier Bureau in connection with the above referenced proceeding. The purpose of the call was for BellSouth to respond to questions from the Commission's staff regarding Contract Service Arrangements (CSAs) in South Carolina. CSAs are developed on the basis of each individual situation and are customer specific. Unless noted in the CSA, other applicable regulations and rates apply as specified elsewhere in BellSouth's tariff. At the request of the Commission's staff, attached is a copy of BellSouth's CSA tariff for South Carolina.

Pursuant to section 1.1206(a)(2) of the Commission's rules, two copies of this notice are being filed with the Commission. Because the telephone conversation concluded late in the day on November 10 and the Commission was closed on November 11, this ex parte is being filed on November 12, 1997.

10/20/97 10:00 AM
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10/20/97

Please associate this notice with the above referenced proceeding.

Sincerely,

A handwritten signature in black ink, appearing to read "W.W. Jordan". The signature is fluid and cursive, with the first name "W.W." and the last name "Jordan" clearly distinguishable.

W.W. (Whit) Jordan
Vice-President – Federal Regulatory

Attachment

Awk

cc: Michael Pryor
Ed Krachmer
Florence Setzer

SOUTH CAROLINA

ISSUED: July 5, 1994

EFFECTIVE: August 2, 1994

BY: President - South Carolina
Columbia, South Carolina

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.5 Reserved for Future Use

A5.6 Contract Service Arrangements

A5.6.1 General

- A. When economically practicable, customer specific contract service arrangements may be furnished in lieu of existing tariff offerings provided there is reasonable potential for uneconomic bypass of the Company's services. Uneconomic bypass occurs when an alternative service arrangement is utilized, in lieu of Company services, at prices below the Company's rates but above the Company's incremental costs. Pursuant to Order No. 84-804, this Tariff will remain in effect unless otherwise modified or removed by authorization of the Public Service Commission
- B. Rates, Charges, Terms and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis, and will include all relevant costs, plus an appropriate level of contribution.
- C. Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this Tariff.

(C)

A5.6.2 Rates and Charges

- A. The following is a listing of rates and charges to subscribers requiring Contract Service Arrangements.
 - 1. Reserved for Future Use

ISSUED: July 25, 1991
BY: President - South Carolina
Columbia, South Carolina

EFFECTIVE: September 3, 1991

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.2 Rates and Charges (Cont'd)

A. (Cont'd)

2. Presbyterian College

a. Case No. 88-5053 (08-01-88), Clinton, S.C.

This Contract Service Arrangement provides for a Digital ESSX® service-M System.¹ Rates are stabilized for five (5) years and a minimum service period of five (5) years is required. The termination liability for a Digital ESSX® service system will apply as outlined in Section A112.13.6 C. of this Tariff.

(1) Intercom Charge

	Nonrecurring Charge	60 Months Monthly Rate	USOC NRXSX
(a) Per Flat Rate Main Station	\$23.30	\$6.30	
(2) Wire Center Density A - airline mileage from the network interface location to the serving Central Office location - each ESSX® service-M main station line.			
(a) 1/2 mile	-	3.20	EXMBA
(3) "A" Line features grouped per line.			
(a) Any Three (3) features shown in "A" Line Features	4.75	1.10	ELX01
(b) Any Four (4) features shown in "A" Line Features	5.80	1.15	ELX02
(c) Any Five (5) features shown in "A" Line Features	6.80	1.25	ELX03
(d) Any Six (6) features shown in "A" Line Features	7.85	1.30	ELX04
(e) Any Seven (7) features shown in "A" Line Features	8.85	1.35	ELX05
(4) Station Restriction From Incoming/Outgoing Exchange Access			
(a) Per line	-	.85	RBF
(5) Automatic Callback/Ring Again			
(a) Per line	1.40	.40	SAK
(6) Distinctive Ringing and Call Waiting			
(a) Per line	3.10	-	RNJ
(7) Distinctive Ringing			
(a) Per line	1.55	-	RNG

b. Case No. 91-1763-1 (07-18-91), Clinton, S.C.

This Contract Service Arrangement provides Station Message Detail Recording - Premises for Digital ESSX® service-L.² Rates are stabilized for sixty months.

Note 1: All Digital ESSX® service tariff rates, charges and regulations will apply as specified in Section A112.13 of this Tariff for Digital ESSX® service system and line features. (N)

Note 2: Digital ESSX® service terms and conditions will apply to all ESSX® services not listed herein. (N)

(N)

SOUTH CAROLINA

ISSUED: July 25, 1991

BY: President - South Carolina

Columbia, South Carolina

EFFECTIVE: September 3, 1991

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.2 Rates and Charges (Cont'd)

A. (Cont'd)

2. Presbyterian College (Cont'd)

b. Case No. 91-1763-1 (07-18-91), Clinton, S.C. (Cont'd)

(N)

(1) Service Establishment Charge

(N)

	Nonrecurring Charge	60 Months Monthly Rate	USOC	
(a) Per arrangement	\$65.00	\$-	NA	(N)
(2) Station Message Detail Recording - Premises				(N)
(a) Pcr ESSX [®] service-L system so equipped	6,700.00	-	MDR	(N)
(b) Line Termination, Pcr dedicated circuit ¹	35.65	39.25	BP1	(N)
(c) Pcr Line equipped with SMDR-P, per station line	-	1.10	MQ81X	(N)
Note 1: Appropriate private line charges apply				(N)

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

SOUTH CAROLINA

ISSUED: December 11, 1987

BY: President • South Carolina
Columbia, South Carolina

GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 17
Cancels Original Page 17

EFFECTIVE: January 11, 1988

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.2 Rates and Charges (Cont'd)

A. (Cont'd)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.2 Rates and Charges (Cont'd)

A. (Cont'd)

3. Interstate Johnson Lane

a. Case No. 95-4978-01 (01-04-96), Greenville, S.C.

This Contract Service Arrangement provides intraLATA Frame Relay Service and Broadband Exchange Line-FPO Service. Rates are stabilized for twenty-four months with a twenty-four month minimum service period. In the event that all or any part of service is disconnected at customer request prior to expiration of the minimum service period, the customer will be required to pay a Termination Liability Charge. The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by 90 percent.

(See Section A40. of this Tariff for Service Description)

(1) Service Establishment

	Nonrecurring Charge	24 Months Monthly Charge	USOC	
(a) Per arrangement	\$948.00	\$-	NA	(N)
(2) Customer Connection to Frame Relay ^{1,2}				(N)
(a) 56 Kbps ³	425.00	74.00	FRH56	(N)
(b) 64 Kbps	425.00	74.00	FRH64	(N)
(c) 1.544 Mbps ³	550.00	404.00	FRH15	(N)
(3) Broadband Exchange Line-FPO				(N)
(a) 56 Kbps ³	465.00	71.00	FP156	(N)
(b) 64 Kbps	465.00	71.00	FP164	(N)
(c) 1.544 Mbps ³	480.00	146.00	FP115	(N)
(4) Broadband Exchange Line Extension-FPO, Per Extension				(N)
(a) Less than 20 miles, 56 Kbps ³	80.00	20.00	FPC56	(N)
(b) 20 - 50 miles, 56 Kbps ³	80.00	28.00	FPD56	(N)
(c) 51 - 75 miles, 56 Kbps ³	80.00	43.00	FPE56	(N)
(d) Less than 20 miles, 64 Kbps	80.00	20.00	FPC64	(N)
(e) 20 - 50 miles, 64 Kbps	80.00	28.00	FPD64	(N)
(f) 51 - 75 miles, 64 Kbps	80.00	43.00	FPE64	(N)
(g) Less than 20 miles, 1.544 Mbps	125.00	125.00	FPC15	(N)
(h) 20 - 50 miles, 1.544 Mbps	125.00	215.00	FPD15	(N)
(i) 51 - 75 miles, 1.544 Mbps	125.00	290.00	FPE15	(N)
(5) Frame Relay Service Feature Charges, Data Link Connection Identifier (DLCI)				(N)
(a) First Customer Connection, each	-	-	FFVC1	(N)
(b) Additional, Per Customer Connection, each ³	25.00	2.00	FRVDX	(N)
(6) Frame Relay Service Feature Charges, Feature Change Charge				(N)
(a) Per Occurrence, Per Feature	25.00	-	FRVFX	(N)
Note 1:	Minimum of one required per customer to subscribe to Frame Relay Service.			(N)
Note 2:	Each customer connection includes one DLCI.			(N)
Note 3:	The normal Nonrecurring Charge that is shown will be waived upon initial installation. However, each line must remain in service for a minimum of twenty-four months, or the customer shall pay the full Nonrecurring Charge in addition to full termination liability for each line disconnected.			(N)

BELLSOUTH
TELECOMMUNICATIONS, INC.
SOUTH CAROLINA
ISSUED: February 9, 1996
BY: President - South Carolina
Columbia, South Carolina

GENERAL SUBSCRIBER SERVICE TARIFF

Second Revised Page 19
Cancels First Revised Page 19

EFFECTIVE: February 20, 1996

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.2 Rates and Charges (Cont'd)

A. (Cont'd)

4. Reserved for Future Use

(T)

(T)

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.2 Rates and Charges (Cont'd)

A. (Cont'd)

5. General Electric Gas Turbine Plant

a. Case No. 89-2567-1 (04/16/90), Greenville, S.C.

This Contract Service Arrangement provides Digital ESSX® service-L loop mileage.¹ Rates are stabilized for five years and a minimum service period of five years is required.

(1) Service Establishment Charge

	Nonrecurring Charge	60 Months Monthly Rate	USOC	
(a) Per arrangement	\$26.00	\$-	NA	
(2) Wire Center Lines ²				
(a) Per line, 1/2 mile	-	3.00	EXMNX	(N)
(b) Terminating in Electronic Telephone Set, 1/2 mile	-	3.00	R6JNX	(N)
b. Case No. 93-2825 (08/09/93), Greenville, S.C.				
This Contract Service Arrangement provides Digital ESSX® service-L loop mileage. ^{1,3,4,5} Rates are stabilized for five years and a minimum service period is required. The customer is liable for the full five years of revenues to the Company and at the time of disconnect has two payment options:				
- Continue paying monthly for the remainder of the sixty-month minimum service period				
- Make a lump sum payment discounted by the current cost of money				
(1) Service Establishment				(N)
(a) Per arrangement	1,170.00	-	NA	(N)
(2) Wire Center Lines ²				(N)
(a) Per line, 1/2 mile	-	2.75	EXMNX	(N)
(b) Terminating in Electronic Telephone Set, 1/2 mile	-	2.75	R6JNX	(N)

6. REVCO

- Note 1:** Digital ESSX® service regulations in A12.13 of this Tariff will apply to this service arrangement.
- Note 2:** Airline mileage for main station lines is measured from the network interface location to the serving central office location.
- Note 3:** Rates and charges for any USOC desired by the customer or required for proper operation of the system and not listed as one shall be as specified in this Tariff.
- Note 4:** Apply rates for EULAC (CALC) as specified in this Tariff. (N)
- Note 5:** Apply rates for the network access registers as specified in this Tariff. (N)

EFFECTIVE: April 14, 1992

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.2 Rates and Charges (Cont'd)

A. (Cont'd)

6. REVCO (Cont'd)

a. Case No. 91-2205-1 (01/16/92), Greenville, S.C.

This Contract Service Arrangement provides (9.6 Kbps) FlexServ® service.^{1,2} Rates are stabilized for three years with a three-year minimum service period.

(1) FlexServ® Basic service

	Nonrecurring	36 Months Monthly		
	Charge	Rate	USOC	
(a) Service Establishment Charge, each customer	\$2,000.00	\$-	SESCL	(N)
(b) Provisioning, each customer	220.00	3.75	FN6DD	(N)
(2) DCD port charge, per FlexServ® service Access Line, Digital Circuit				(N)
(a) DS0	21.00	6.50	F1Q	(N)
(b) DS1	50.00	65.00	F16	(N)
(3) Dial Access				(N)
(a) Per Dial Access Line with call-back capability, each	15.00	92.00	D2GDU	(N)
(4) Network Controller Signaling Channel Interface				(N)
(a) Network Controller Access Port, per port	54.00	108.00	D2GAP	(N)

b. Case No. 91-2209-1 (01/15/92), Greenville, S.C.

This Contract Service Arrangement provides (9.6 Kbps) FlexServ® service.^{1,2} Rates are stabilized for three years with a three-year minimum service period.

(1) FlexServ® Basic service

(a) Service Establishment Charge, each customer	2,000.00	-	SESCL	(N)
(b) Provisioning, each customer	220.00	3.75	FN6DD	(N)
(2) DCD port charge, per FlexServ® service Access Line, Digital Circuit				(N)
(a) DS0	21.00	6.50	F1Q	(N)
(b) DS1	50.00	65.00	F16	(N)

Note 1: Rates and charges apply for any USOC desired by the customer or required to make the service work which is not specified herein.

Note 2: The rates and charges contained herein are valid while the existing FlexServ® service offering is in effect. If the existing offering is replaced for any reason, the service provided herein shall convert to the new rates and charges as appropriate or to a contract based on the new offering.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.2 Rates and Charges (Cont'd)

A. (Cont'd)

6. REVCO (Cont'd)

b. Case No. 91-2209-1 (01/15/92), Greenville, S.C. (Cont'd)

(3) Dial Access

	Nonrecurring Charge	36 Months Monthly Rate	USOC
(a) Per Dial Access Line with call-back capability, each	\$15.00	\$92.00	D2GDU
(4) Network Controller Signaling Channel Interface			
(a) Network Controller Access Port, per port	54.00	108.00	D2GAP

7. BI-LO, Inc.

a. Case No. 92-1696-1 (05-21-92), Mauldin, S.C.

This Contract Service Arrangement provides FlexServ[®] service.^(23.4) Rates are stabilized for two years with a minimum service period of two years.

(1) Service Establishment Charge

	Nonrecurring Charge	24 Months Monthly Rate	USOC
(a) Per arrangement	\$120.00	\$-	NA
(2) FlexServ [®] service DCD Port-Digital Circuit			
(a) FlexServ [®] service access line, DS0	21.00	7.00	F1Q
(b) FlexServ [®] service access line, DS1	50.00	65.00	F16
(c) Per Inter-DCD Channel, DS1	92.00	117.00	D1J
(3) FlexServ [®] service, Multipoint Channel Bridge Charge			
(a) Per Conference Port Bridge	2.00	17.00	MPW
(b) Per Channel Bridged	1.00	4.45	MPE

8. InterCept Communication Technologies

a. Case No. SC96-1510-2, C.S. (03/29/96), Norcross, Ga.

This Contract Service Arrangement provides for IntraLATA Frame Relay and Broadband Exchange Line - Fast Packet Option service. Rates are stabilized for sixty months with a minimum service period of sixty months required. The customer is liable for the full twenty-four months of revenues to the Company and at the time of disconnect, has two payment options:

Continue paying monthly for the remainder of the sixty month minimum service period.

Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

Note 1: Rates and charges apply for any USOCs desired by the customer or required to make the service work which are not specified herein.

Note 2: If service is disconnected prior to contract expiration, the customer will be responsible for all termination charges (monthly rates times the months remaining in the contract).

Note 3: The nonrecurring charges herein do not apply to the existing configuration.

Note 4: The rates and charges contained herein are valid while the general service offering for FlexServ[®] service is in effect. If that offering is replaced for any reason, the service provided herein shall convert to the new rates and charges as appropriate or to a contract based on that new offering.

EFFECTIVE: April 30, 1996

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.2 Rates and Charges (Cont'd)

A. (Cont'd)

8. InterCept Communication Technologies (Cont'd)

a. Case No. SC96-1510-2, C.S. (03/29/96), Norcross, Ga (Cont'd)

All applicable rates and regulations for Frame Relay service and Broadband Exchange Line - Fast Packet Option as set forth in A40.1 and A40.5 of this Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement.

These rates are contingent upon the customer installing one thousand customer connections in the Company's region within the first twenty-four months of the signing of this Contract Service Arrangement. An annual inventory of customer connections is required on the anniversary date of the signing of this Contract Service Arrangement and will be conducted by the Company Sales Account Team.

Each location must remain in service for a minimum twelve month period or full installation charges apply for that location.

The customer may upgrade to a higher Company technology with no termination liability if the following conditions are met:

The new service must be at the same or higher speed than the existing service.

The customer must be migrating to another advanced switched data service provided by the Company.

The quantity of the advanced switched data service must be equivalent to or greater than the existing Frame Relay service that is being replaced.

The length of the new contract must be at least twelve months, or equal/exceed the remaining service period of the disconnected arrangement, whichever is greater.

The completed service period must be at least twelve months, or twenty-five percent of the length of the originally selected period, whichever is greater.

The service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing service.

The service orders are for the same customer at the same location.

Although there is no termination liability if the preceding conditions are met, full non-recurring charges for the higher Company technology are applicable.

A move involves a change in the physical location of one of the following:

The point of interface at the customer premises,

or

the customer premises

The charges for the move are dependent upon whether the move is located within the same building, or to a different building.

When the move is to a new location within the same building, the charge for the move will be an amount equal to one-half the non-recurring charge for the affected service termination at the customer's premises. There will be no change in the minimum period requirements.

Moves to a different building will be treated as a discontinuance and start of service and all associated non-recurring charges will apply. New minimum service period requirements will be established at the new location. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

Apply one end user common line charge of six dollars for each customer connection as provided in the FCC No. 1 Tariff, Section 4.6

EFFECTIVE: April 30, 1996

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.2 Rates and Charges (Cont'd)

A. (Cont'd)

8. InterCept Communication Technologies (Cont'd) (N)

a. Case No. SC96-1510-2, C.S. (03/29/96), Norcross, Ga. (Cont'd) (N)

- (1) Customer Connection to Frame Relay - 56 Kbps, minimum of one required per customer to subscribe to Frame Relay¹ (N)

	Nonrecurring Charge	60 Months Monthly Rate	USOC	
(a) Each	\$-	\$40.00	FRH56	(N)
(2) Broadband Exchange Line - FPO - 56 Kbps				(N)
(a) Each	-	45.00	FP156	(N)
(3) Broadband Exchange Line Extension - FPO - 56 Kbps				(N)
(a) Less than 20 miles	-	15.00	FPC56	(N)
(b) 20 - 50 miles	-	20.00	FPD56	(N)
(c) 51 - 75 miles	-	30.00	FPE56	(N)
(4) Frame Relay Service Feature Charges, Data Link Connection Identifier (DLCI) - Additional, Per Customer Connection				(N)
(a) Each	-	2.00	FRVDX	(N)

Note 1: Each Customer Connection includes one DLCI. (N)